Tim Oren asked me to send these copies to you.

-Kevin Kelly

CONFIDENTIAL

CONSULTING AGREEMENT
(With Milestones)

This Agreement is entered into as of this 4th day of DECEMBER, 1987, by and between Apple Computer, Inc., 20525 Mariani Avenue, Cupertino, California 95014 ("Apple ") and POINT FOUNDATION ("Consultant"). Apple desires to retain Consultant as an independent contractor to perform consulting services for Apple from time to time and Consultant is willing to perform such services, on the terms set forth more fully below. In consideration of the mutual promises contained herein, Apple and Consultant agree as follows:

1. Services: Consultant agrees to perform the services described in Exhibit A ("Services") in a workmanlike manner and to deliver to Apple the deliverables set forth in Exhibit B ("Deliverables") all in accordance with the schedule of work set forth in Exhibit C. The Deliverables will meet the Specifications set forth in Exhibit A.

2. Payment for Services: Apple will make payments to Consultant in accordance with Exhibit C for the performance of the Services within thirty (30) days following Apple 's acceptance of the respective Deliverables. Apple will accept the Deliverables when they meet the Specifications to Apple 's satisfaction.

3. Term: This Agreement will commence on the date first written above and will continue until final completion of the services or termination as provided in Paragraph 13 below.

4. Relationship of Parties: Consultant will perform the Services under the general direction of Apple . Consultant, however, will determine in Consultant's sole discretion the manner and means by which the services are accomplished, subject to the express condition that Consultant will at all times comply with applicable law. Consultant is an independent contractor without authority to bind Apple by contract or otherwise, and neither Consultant nor Consultant's employees and agents are agents or employees of Apple .

5. Personnel: Consultant's employees and agents will observe the working hours, working rules (including without limitation confidentiality requirements) and holiday schedule of Apple while working on Apple 's premises. Upon Apple 's request, Consultant will promptly replace any of Consultant's employees or agents assigned to perform the Services.

6. Employment Taxes and Benefits: Consultant acknowledges and agrees that it is obligated to report as income all compensation received by Consultant pursuant to this Agreement, and Consultant will indemnify, hold harmless and, at Apple 's request, defend Apple and Apple 's subsidiaries, affiliates, directors, officers, employees, agents and independent contractors to the extent of any obligation imposed on Apple (a) to pay any withholding taxes, social security, unemployment or disability insurance or similar items, including interest and penalties thereon, in connection with any payments made to consultant by Apple pursuant to this Agreement and/or (b) resulting from Consultant's being determined not to be an independent contractor.

7. Indemnity: Consultant will indemnify, hold harmless and, at Apple 's request, defend Apple and Apple 's affiliates, directors, officers, employees, agents and independent contractors from and against all claims, liabilities, damages, losses and expenses, including but not limited to reasonable attorneys' fees and costs of suit, arising out of or in connection with:

A. Any negligent or willfull act or omission of Consultant or Consultant's employees or agents, including but not limited to the extent such act or omission causes or contributes to (a) any bodily injury, sickness, disease or death; (b) any injury to or destruction of tangible or

intangible property (including computer programs and data or any loss of use resulting thereform; or (c) any violation of any statute, ordinance or regulation; or

B. Any violation or claimed violation of a third parties' rights arising in whole or in part from the grant of rights to Apple hereunder or Apple 's exercise of any such rights.

8. Insurance: Consultant will maintain worker's compensation and state disability insurance, as well as adequate insurance to protect itself from and indemnify Apple against claims giving rise to indemnification pursuant to Paragraph 7.

9. Proprietary Information:

A. Consultant will not remove any Apple property from Apple 's premises without the prior written consent of Apple . The product of all work performed under this Agreement ("Work Product"), including without limitation notes, reports, documentation, drawings, computer programs (source code, object code and listings), inventions, creations, works, devices, masks, mask works, models, work-in-progress and Deliverables will be the sole property of Apple , and Consultant hereby assigns to Apple all right, title and interest, including but not limited all patent rights, copyright, mask work rights, trade secret rights and other proprietary rights therein. During and after the term of this Agreement Consultant will assist Apple and its nominees in every proper way, at Apple 's expense, to document, secure, maintain and defend for Apple 's own benefit in any and all countries all copyrights, patent rights, mask work rights, trade secret rights and other proprietary rights in and to the Work Product. Upon the expiration or termination of this Agreement, or upon Apple 's earlier request, Consultant will deliver to Apple all Apple property that Consultant may have in its possession or control.

B. At Apple 's option, Apple will be entitled to use in advertising and other materials the name of Consultant or the name of the actual individual(s) performing the Services, provided that Consultant will have the right to see and approve all copy before printing, which approval will not be unreasonably withheld.

10. Other Information: With respect to all subject matter, including without limitation ideas, processes, designs, and methods, which Consultant discloses or uses in its performance under this Agreement and which are not assigned to Apple pursuant to Paragraph 9, (a) Consultant warrants that it has the right to make such disclosure and use without liability to others; (b) to the extent that Consultant has copyrights, patent rights, mask work rights, trade secret rights or other rights in the subject matter, Consultant grants Apple , and Apple 's affiliates and associates, a royalty-free, irrevocable, worldwide, nonexclusive license to make, have made, sell, use, disclose, reproduce, modify, make derivative works based upon, distribute, perform and display such subject matter; and (c) Consultant will indemnify and hold Apple harmless from all liability, damages, expenses and costs (including without limitation attorneys' fees and costs of suit) arising from or in connection with, and will defend Apple against, all claims that Consultant's and/or Apple 's use or disclosure of the subject matter violates any third party's rights.

11. Confidentiality: Consultant will not, during or subsequent to the term of this Agreement, directly or indirectly (a) use any of Apple 's Confidential Information for the benefit of anyone other than Apple or (b) disclose any of Apple 's Confidential Information to anyone other than an employee of Consultant who is obligated by written contract to protect the confidentiality thereof and requires such information to perform hereunder, or an employee of Apple . Apple 's Confidential Information includes without limitation all information related to the Services and Work Product, Apple 's know-how and all information regarding Apple not known to the general public, confidential information disclosed to Apple by third parties, and the information described in Exhibit D (whether acquired or developed by Consultant during Consultant's performance under this Agreement or disclosed by Apple employees). Confidential Information does not include information which (c) is known to Consultant at the time of disclosure to Consultant by Apple , (d) has become publicly known through no wrongful act of Consultant, (e) has been rightfully received by Consultant from a third party who is authorized to make such disclosure, or (f) has been independently developed by Consultant other than pursuant to this Agreement. Without

Apple ' prior written approval Consultant will not directly or indirectly disclose to anyone the existence of this Agreement or the fact that Consultant has this arrangement with Apple .

12. Solicitation of Employment: Consultant agrees not to solicit the services of or employ any of Apple 's employees during the term of this Agreement and for a period of six (6) months thereafter without Apple 's prior written consent.

13. Termination: Either party may terminate this Agreement immediately upon written notice to the other, with or without cause, for any reason whatsoever.

14. Effect of Termination: Upon the termination of this Agreement for any reason, each party shall be released from all obligations and liabilities to the other occurring or arising after the date of such termination, except that any termination of this Agreement shall not relieve Consultant of Consultant's obligations under Paragraphs 6, 7, 9, 10, 11, and 12 hereof, nor shall any such termination relieve Consultant or Apple from any liability arising from any breach of this Agreement. Apple 's only monetary obligation to Consultant following termination is to pay for all Deliverables accepted by Apple prior to termination.

15. No Marketing Obligation: Apple reserves the right to acquire, license, develop, manufacture, market and/or distribute similar or competitive services, products and technology, and to grant others the right to do so. Apple has no fiduciary duty to Consultant, and may or may not manufacture, market or distribute the results of the Services and any Work Product in any manner Apple chooses.

16. Assignment: The rights and liabilities of the parties hereto shall bind and inure to the benefit of their respective successors, executors and administrators, as the case may be; provided that, since Apple has specifically contracted for Consultant's services, Consultant may not assign or delegate its obligations under this Agreement either in whole or in part without the prior written consent of Apple . Apple may in its discretion assign this Agreement in whole or in part.

17. Equitable Relief: Because the Services are personal and unique, and because Consultant will have access to and become acquainted with the Confidential Information of Apple , Consultant agrees that its breach of this Agreement will result in irreparable harm to Apple and that Apple will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief without prejudice to any other rights and remedies that Apple may have.

18. Governing Law; Severability: This Agreement shall be governed by and construed in accordance with the laws of the State of California. Both parties agree that any litigation or arbitration between the parties will take place in Santa Clara County, California, and both parties waive any objection to personal jurisdiction or venue in any forum located in that County. If any provision of this Agreement other than those provisions relating to the assignment of rights to Apple is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

19. Export: Consultant will not export outside the United States, if a United States company or citizen, or reexport, if a foreign company or citizen, any Confidential Information or direct product thereof, except as permitted by the laws and regulations of the United States and by Apple in writing.

20. Complete Understanding; Modification: This Agreement constitutes the full and complete understanding and agreement of the parties relating to the subject matter hereof and supersedes all prior understandings and agreements relating to such subject matter. Any waiver, modification, or amendment of any provision of this Agreement shall be effective only if in writing and signed by the parties hereto.

21. Notices: Any notices required or permitted hereunder will be given to the appropriate party at the address specified below or at such other address as the party may specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address or three (3) days after the date of mailing if sent by certified or registered mail.

22. Reporting: Consultant will report to Apple on the status of Consultant's performance hereunder upon Apple 's request, but in any event no less frequently than once each month. Upon notice from Apple , Apple has the right to inspect Consultant's work in progress and to receive copies of all or any portion thereof.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first written above.

Apple

Apple Computer, Inc.
20525 Mariani Avenue
Cupertino, CA 95014

By: _____

Title: _____

Consultant

Name: POINT FOUNDATION
Address: 27 GATE 5 RD.
SAUSALITO, CA 94965

Taxpayer ID#: 94-2147154
(If foreign citizen, copy of visa must be attached.)

By: Laura Kelly Title: President

7/14/87

PLEASE RETURN SIGNED ORIGINAL TO LAURA DODD M/S 28B

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EXHIBIT A

TO CONSULTING AGREEMENT

SERVICES SPECIFICATION

Principal Apple Contact: JIM OREN SYSTEMS SOFTWARE
(PRINT) X3345, MS 27AJ

(DESCRIBE SPECIFICATIONS IN DETAIL)

Consultant will render such services as Apple may from time to time request in writing in connection with:

Compact Disc version of the Whole Earth HyperCard Stackware Toolbox.

including, without limiting, the following:

Elaboration of the two previously completed stacks of the Whole Earth Learning Disc project, including additional sound samples and narrations, graphic, and textual material.

Production of various new stackware and tools review materials, including descriptions and tools related to the construction of the Stackware Toolbox itself.

Completion without graphics or sound of the remaining nine stacks of the existing Whole Earth Learning Disc project, including proofreading and linking of cards.

EXHIBIT B

TO CONSULTING AGREEMENT

DELIVERABLES

(DESCRIBE THE DELIVERABLES IN DETAIL FOR EACH MILESTONE)

EXAMPLE

For each Delivery Milestone: *Fully commented source code*
Executable object code and build files
Documentation

*The **Alpha** version of the software must implement all the features and functions set forth in the Specifications. There must be no design flaws.*

*The **Beta** version of the software must be substantially complete and ready for commercial shipment. The software must implement all of the features and functions stated in the Specification in a merchantable manner and must be free of known bugs and errors. The documentation must address all the features and functions set forth in the Specification.*

*The **Final** version of the software must be complete and ready for manufacture and commercial distribution. The software's design and performance must be free of all bugs and errors. The documentation must be complete, with all required graphics and diagrams, and ready for printing and commercial distribution.*

A set of HyperCard stacks based on the Whole Earth Catalog, incorporating the existing stacks known as the Whole Earth Learning Disc, and adding the editorial and programming features described in Exhibit A. To be compatible with storage on CD-ROM media.

EXHIBIT C

TO CONSULTING AGREEMENT

SCHEDULE OF WORK

(TO BE COMPLETED BEFORE TIME OF SIGNING.)

EXAMPLE

Milestone Event	*Date*	*Payment*
Alpha Version Delivery	*xx/xx/87*	*none*
Alpha Version Acceptance	*N/A*	*$xxx*
Beta Version Delivery	*xx/xx/87*	*none*
Beta Version Acceptance	*N/A*	*$xxx*
Final Version Delivery	*xx/xx/87*	*none*
Final Version Acceptance	*N/A*	*$xxx*

December 1 (or at signing): $50,000 payment due.

February 15: Whole Earth HyperCard Stackware Toolbox completed and ready for pressing as Compact Disc.

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EXHIBIT D

APPLE CONFIDENTIAL INFORMATION TO BE DISCLOSED TO CONSULTANT

Specifications and working software and hardware for the Apple Scanner project.

Specifications and marketing plans for the Apple CD-ROM project.